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Select Committee on Assassinations

U.S. House of Representatives

3331 HOUSE OFFICE BUILDING, ANNEX 2

WASHINGTON, D.C. 20515

(202) 225-4524

Admiral Stansfield Turner, Director
Central Intelligence Agency
Washington, D. C. 20505

JAN 27 1978
OLC-78-0209

Dear Admiral Turner:

The Select Committee has been discussing with representatives of your staff procedures by which our access to information in the possession of the Central Intelligence Agency may be accelerated. Your staff has been understanding of the Select Committee's requirements, and very receptive to establishing an access procedure which will satisfy the concerns and interests of both the Select Committee and your Agency. I believe we have designed such a procedure, and this letter is to confirm an oral agreement reached between our staff and representatives of your Agency.

It is my understanding that your Agency will allow HSCA staff personnel at the working level full access (i.e., without any prior sanitization) to all information, files and documents which are properly produceable under Paragraph I.A. of our Memorandum Of Understanding. In order to achieve the basic objectives of Paragraph I.B. of our Memorandum of Understanding in a more efficient and expeditious manner, the following procedures will be followed:

- (1.) HSCA Staff Director will inform the Agency of the names of those specific HSCA staff who are assigned investigative responsibility with respect to, and thus have a need to know, the contents of each Agency file, document, or subject of information requested from the Agency.
- (2.) Those specific HSCA staff will periodically prepare at the Agency offices written summaries of the results of their review of your files, and they will submit these summaries for appropriate sanitization by the Agency before removing the written summaries from the Agency's premises.
- (3.) HSCA staff will only remove from the Agency's offices the following written items, classified as appropriate:

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- (a.) The names and addresses of persons who are of interest to the Committee in connection with its investigation, which the Committee will use exclusively for locating and interviewing such persons;
 - (b.) Lists of the types of files they have reviewed (but not the substance or content of those files except as otherwise discussed herein);
 - (c.) The summaries noted in, and as written pursuant to, Item #2 above;
 - (d.) Such other files, documents or notes as may be expressly approved by the Agency;
 - (e.) Documents and information which may otherwise be obtainable under our Memorandum Of Understanding.
- (4.) All HSCA staff members who receive access to unsanitized Agency files or documents, or who have a need to discuss or utilize the knowledge gained from such documents, will sign the attached Secrecy Agreement.
- (5.) In conducting interviews or questioning based upon the information in Item 3 (a) above, HSCA staff will not disclose the source of the information. In addition, of course, whenever the Agency files or documents reviewed indicate that a person to be interviewed is a present or past C.I.A. employee or agent, the procedure set forth in Paragraph II A of our Memorandum Of Understanding will be followed.
- (6.) To the extent that HSCA staff obtain knowledge which goes beyond the information ultimately set forth in the final summaries discussed in Item #2, those HSCA staff members possessing such knowledge will only discuss it with other HSCA staff personnel who are assigned investigative responsibility for the subject matter involved, and then only if all such HSCA staff members involved in the discussion have signed the attached Secrecy Agreement.

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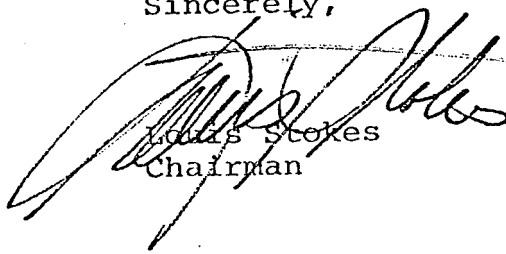
And finally, because the quantity of documents and files which will be obtained pursuant to this Agreement will greatly exceed that anticipated when our Memorandum of Understanding was signed, I have been authorized by the Committee to, and do hereby, amend the original Memorandum of Understanding by substituting the following for the first sentence of Paragraph VI B:

Prior to its termination, the Committee will identify to the C.I.A. those documents which are to be made part of the permanent records of the C.I.A. under records schedules approved by the Archivist of the United States, which control the disposal of all Agency records. In view of the large volume of material, it is agreed that physical segregation of the material will not be required in all cases. The Committee will designate those materials provided by C.I.A. and examined by the Committee that are to be kept and preserved within a segregated and secure area within C.I.A. for at least thirty (30) years unless the D.C.I. and the House of Representatives agree to a shorter period of time.

If you agree with the procedures set forth above and the Amendment to the Memorandum Of Understanding that we have discussed with representatives of your Agency, would you please acknowledge your approval by return letter.

I wish to thank you and those on your staff who are making this effort to facilitate the Select Committee's access to information and to enhance the efficiency and integrity of the Select Committee's investigation.

Sincerely,




Louis Stokes
Chairman

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LS:gcr

Copy to:


Assistant Legislative Counsel
Central Intelligence Agency
Washington, D. C. 20505

SECREC Y AGREEMENT

1. I, _____, have been designated to participate in certain investigations being conducted by the Select Committee on Assassinations of the House of Representatives.

2. I understand that in the course of this investigation I may be granted access to information in unsanitized form which is classified pursuant to statute or executive order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unauthorized disclosure.

3. I have read the attached letter, understand it, and agree to be bound by its terms and conditions.

4. Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.

5. Pursuant to this Agreement, the DCI may exercise, in accordance with the Select Committee on Assassinations' Non-Disclosure Agreement, any and all of those sanctions set out in that Agreement which I have executed with the House Select Committee on Assassinations if I violate the terms of this Agreement.

6. I make this Agreement without any mental reservation, or purpose of evasion.

Signature

Date

WITNESS:

Signature

Date